

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Terms of Use

Effective Date: January 20, 2024

Welcome to aqora. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these Terms or the Services, please contact us. These Terms of Use (the “Terms”) are a binding contract between you and AQORA QUANTUM S.A.S.. (“aqora,” “we” and “us”). Aqora Quantum (“aqora”) is a société par actions simplifiée, registered under the SIREN number 981522204. The company is headquartered at 58, rue d'Hauteville – 75010 PARIS, and is specialized in the field of computer programming. Alexandre Krajenbrink serves as the President, and Elvira Shishenina is the General Director of aqora. You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy, Copyright Dispute Policy and the Community Guidelines. In these Terms, the words “include” or “including” mean “including but not limited to”, and examples are for illustration purposes and are not limiting.

1. Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the www.aqora.com website, by sending you an email, or by some other means. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you don’t agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

2. What about my privacy?

aqora takes the privacy of its users very seriously. For the current aqora Privacy Policy, please visit <https://aqora.io/privacy-policy>.

3. What are the basics of using aqora?

You may be required to sign up for an account, and select a password and username (“aqora User ID”). You promise to provide us with accurate, complete, and updated registration information about yourself. You may not select as your aqora User ID a name that you don’t have the right to use, or another person’s name with the intent to impersonate that person. You may not transfer your account to anyone else without our prior written permission. You also may not have, control, or operate under more than one active aqora account or aqora User ID. If we determine that you have, control, or are operating under more than one aqora account or aqora User ID, we may take action without notice, including banning your user account, revoking access to your aqora User ID, and disqualifying you from any ongoing Competition(s).

If you are not of legal age to form a binding contract, please see “Our Commitment to Children’s Privacy” in the Privacy Policy and contact us at aqora Support for more information on the parental consent process.

If you’re agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity), but you are still required to sign up each individual user from your organization with a aqora User ID. You are not allowed to allow multiple individuals to operate under one aqora User ID, even if you are an organization or entity.

You will only use the Services for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren’t authorized to use the Services. We are not responsible if you use the Services in a way that breaks the law.

You will keep all your registration information accurate and current. You will not share your account or password with anyone, and you must protect the security of your account and your password. You’re responsible for any activity associated with your account.

4. Are there any additional restrictions on my use of the Services?

Yes. Unless otherwise specified in writing by aqora, aqora does not intend uses of the Services to create obligations under the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it (“HIPAA”), and makes no representations that the Services satisfy HIPAA requirements. If you are or become a Covered Entity or Business Associate, as defined in HIPAA, you will not use the Services for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless you have received prior written consent for such use from aqora.

You represent, warrant, and agree that you will not contribute any Content or User Submission or otherwise use the Services or interact with the Services in a manner that:

1. Violates the Acceptable Use Policy, available at www.aqora.com/aup;
2. Is harmful, threatening, harassing, defamatory, obscene, or otherwise objectionable;
3. "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
4. Copies or stores any significant portion of the Content;
5. Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.
6. Processes or stores any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
7. Engages in cryptomining or otherwise encourages, requests or allows any form of cryptomining.

Without limitation to any other remedies available to aqora, a violation of any of the foregoing is grounds for termination of your right to use or access the Services. We reserve the right to remove any Content or User Submissions from the Services at any time, for any reason (including if someone alleges you contributed that Content in violation of these Terms), and without notice.

5. What are my rights in aqora?

The materials displayed or performed or available on or through the Services, including text, graphics, data, articles, photos, images, illustrations, and User Submissions (collectively, the "Content"), are protected by copyright and other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including aqora's) rights.

You understand that aqora owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply — they do!

A notice for U.S. Federal Agency Users: The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

If you're an EEA-based consumer of digital content or services and you've agreed to these Terms, then EEA consumer laws provide you with a legal guarantee. Under this guarantee, we're liable for any lack of conformity that you discover:

1. within two years of the one-time supply of digital content or services; or
2. at any time during the "continuous" supply of digital content or services.

Your national laws may provide an even longer guarantee. Your rights under these legal guarantees aren't limited by any other commercial guarantees that we provide. If you want to make a guarantee claim, please contact customer support support@aqora.com.

6. Who is responsible for what I see and do on the Services?

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk. We aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute to the Services, and you represent and warrant you have all rights necessary to do so.

The Services may contain links, information or connections to third party websites or services that are not owned or controlled by aqora. When you access third party websites or engage with third party services, you accept that there are risks in doing so, and that aqora is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and privacy policy of each third party website or service that you visit or utilize.

aqora has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, aqora will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that

aqora will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that aqora is under no obligation to become involved. If you have a dispute with one or more other users, you release aqora, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes or our Services. If you are a California resident, you are expressly waiving California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor."

7. What are the rules for competitions on aqora?

Subject to these Terms and any contract with aqora, a user may post ("Host User") a skills-based competition or challenge on the Services ("Competition") for other users to participate in such Competition ("Participant User"). Competitions are subject to separate Competition Rules (defined below) that are established by the Host User. Competitions, except as related to Simulations, exclude games of chance. You may not use or attempt to use the Service to host any such game of chance. Competitions are open to residents of the United States and worldwide, except if you are a resident of Crimea, so-called Donetsk People's Republic (DNR) or Luhansk People's Republic (LNR), Cuba, Iran, Syria, North Korea, or any other place prohibited by law you may not enter any Competition. Certain Competitions may also have further geographic or age restrictions and be open only to residents of certain countries.

If you would like to host a Competition on aqora, go to <https://app.aqora.io/>. Competitions are run according to rules that describe participation guidelines, the data set(s) to be used by the Participant Users, the criteria used by the Host User to select a winner of the Competition (the "Metric"), the prize awarded to such winner, and when such prize will be awarded. Such rules and selection criteria must comply with all applicable laws and these Terms (collectively, "Competition Rules"). Such Competition Rules will also include how and when a Participant User must submit Competition Entries (defined below) and the rights the Host User will be granted in such Competition Entry upon selecting such Competition Entry as the winner ("Winning Entry"). The Host User will be granted rights in the Competition Entry only if the winner accepts payment of the prize. Certain rights granted in the Competition Entries and Winning Entries are described in Section 9 (Do I have to grant any licenses to aqora or to other users?) below. The Competition Rules may impose additional restrictions or requirements for Competitions.

The Host User must conspicuously display the Metric within the Competition Rules. The Host User must select an objective Metric and must apply that Metric impartially to each Team's (defined below) selected entries. In selecting a winner, the Host User must apply the Metric and select the Participant Users with the best rankings based on the Metric.

The Host User and each Participant User will comply with all Competition Rules. The Host User (including any user from Host User's organization) may not compete in its hosted Competition nor cancel a Competition without first contacting us and receiving our consent to such cancellation. Any participation by a Host User (or any user from Host User's organization) in its hosted Competitions is done so on an ineligible basis (e.g. they cannot receive a prize) and will not otherwise affect the selection of the Winning Entry.

Subject to the Competition Rules, Participant Users may collaborate as a team as long as each such Participant User confirms its team membership through the Service and does not participate on more than one team for a specific Competition ("Team"). To be clear, you may not participate on more than one team per Competition. Subject to the Competition Rules, Teams may, however, merge with other Teams, but the merged Team will be responsible for all past entries by the component Teams. If your Team wins a Competition, the prize for winning will be distributed equally amongst the members of the winning Team, unless we receive identical requests for unequal prize splits from every member of the Team.

You may be a Host User or a Participant User for a specific Competition (but not both!). A Competition creates a direct relationship between a Host User and a Participant User, and aqora will have no liability for any actions or content of a Host User or a Participant User. aqora may provide a Host User with a template for the Competition Rules, but such template is provided without any warranty whatsoever and the Host User is solely responsible for its Competition Rules. It is the sole responsibility of the Host User to ensure that the Competition Rules comply with applicable law.

You acknowledge and agree that aqora may, without any liability but without any obligation to do so, remove or disqualify a Participant User, a Host User or a Competition if aqora believes that such Participant User, Competition or Host User are in violation these Terms or otherwise pose a risk to aqora, the Service or another user of the Service.

Regardless of anything to the contrary, Participant Users acknowledge and agree that aqora and Host Users have no obligation to hold a Competition Entry in confidence or otherwise restrict their activities based on receipt of such Competition Entry. aqora has no obligation to become involved in disputes between users (for example, between a Participant User and a Host User) or between users and any third party relating the use of the Services. Except for aqora hosted Competitions, aqora does not oversee Competitions (including the selection of Winning Entries) and does not endorse any content users submit to the Services. When you host or participate in a Competition, you release aqora from claims, damages, and demands of every kind — known or unknown, suspected or unsuspected, disclosed or undisclosed — arising out of or in any way related to such disputes and the Services. All content you access or submit via the Services is at your own risk. You are solely responsible for any resulting damage or loss to any party.

8. What are Environments?

Users may upload agents to the Services. An “Environment” will accept the agent’s actions and generate a new state. An episode is an Environment running one or more agents until done. The agent’s activity in an episode may be available for viewing and download.

Each Environment may be subject to additional rules, for example, describing how many agents are needed to participate in an episode, how an agent’s performance is better or worse, and the final outcome needed for an episode to be done. Each episode may be part of a larger grouping of multiple episodes, for example as part of a Competition, but an Environment by itself is not a Competition. aqora will use a predetermined ranking and matching algorithm to determine the order and frequency at which a user’s agent participates in an episode, as well as the number of ranking points associated with the result of that episode. The rules for the Environment and Competition will be made accessible to the user.

9. Do I have to grant any licenses to aqora or to other users?

Anything you post, upload, share, store, or otherwise provide through the Services is your “User Submission.” Some User Submissions are viewable or downloadable by other users. To display your User Submissions on the Services, and to allow other users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personal information.

For all User Submissions, you grant aqora a license to translate, modify (for technical purposes, for example making sure your content is viewable on a mobile device as well as a computer), distribute and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. You acknowledge and agree that aqora, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of communication networks, devices, services, or media, and the licenses you grant under these Terms include the rights to do so. You also agree that all of the licenses you grant under these Terms are royalty-free, perpetual, irrevocable, and worldwide. These are licenses only — your ownership in User Submissions is not affected.

If you store a User Submission in your own personal aqora account, in a manner that is not viewable by any other user except you (a “Personal User Submission”), you grant aqora the license stated in the second paragraph of this Section 9, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so. If you share a User Submission in a manner that only allows certain specified users to view it (for example, a private message to one or more other users) (a “Limited Audience User Submission”), then you grant aqora the license stated in the second paragraph of this Section 9, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of

making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services or in a manner that allows more than just you or certain specified users to view it (such as a Dataset), or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, or feature requests relating to the Services (each a “Public User Submission”), then you grant aqora the license stated in the second paragraph of this Section 9, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all aqora users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services for any purpose. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you are a Participant User and submit an entry to a Competition (“Competition Entry”), then you grant aqora the license stated in the second paragraph of this Section 9, as well as a license to display, perform, and distribute your Competition Entry for the purpose of making that Competition Entry accessible to the Host User, making that Competition Entry available to other aqora users as a Dataset, and providing the Services necessary to do so. Also, you grant such Host User a limited license to access and use the Competition Entry solely for the purposes of evaluating the Competition Entry under the Competition Rules and as otherwise stated in the Competition Rules. If you win a Competition, your Competition Entry for such Competition will be subject to further licensing as stated in the Competition Rules, but other than the limited licenses stated in these Terms, the intellectual property rights in your Competition Entries will not be transferred or licensed to the Competition Sponsor or Host User unless you accept the payment of the applicable prize stated in the applicable Competition Rules.

If you and aqora agree (separate from these Terms) that aqora will assist you in setting up and managing your Competition, then in addition to the licenses stated above you also grant aqora a royalty-free, perpetual, irrevocable, and worldwide license to set up and manage your Competition, including your User Submissions for the Competition. aqora will have no liability regarding the applicable Competition, Content or User Submissions and these Terms will apply, except if you and aqora have executed a separate written agreement governing competitions or services (“Existing Agreement”), in which case the Existing Agreement will govern the Competition.

10. What if I see something on the Services that infringes my copyright?

You may have heard of the Digital Millennium Copyright Act (the “DMCA”), as it relates to online service providers, like aqora, being asked to remove material that allegedly violates someone’s

copyright. We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers. To review our complete Copyright Dispute Policy and learn how to report potentially infringing content, [click here](#). To learn more about the DMCA, [click here](#).

11. Will aqora ever change the Services?

We're always trying to improve the Services, so they may change over time.

As part of the continual evolution of our Services, we make modifications such as adding or removing features and functionalities, increasing or decreasing usage limits, and offering new digital content or services or discontinuing old ones. We may also change our Service for these other reasons:

1. to adapt to new technologies
2. to reflect increases or decreases in the number of people who use a particular service
3. to respond to key changes in the licenses and partnerships we have with others
4. to prevent abuse or harm
5. to address legal, regulatory, or security issues

In particular, we sometimes make legally-required updates, which are modifications that keep digital content or services in conformity with the law. We make these updates to our Services, and goods for safety or security reasons, and to make sure they meet the quality standards that you expect, such as those described in our guarantee. We may automatically install updates that address significant safety or security risks. For other updates, you can choose whether you want them installed.

If a modification negatively affects your ability to access or use our Services, or if we stop offering a service all together, we'll provide you with reasonable advance notice by email, including a description of the changes, when they'll take place, and your right to end your contract with us if our modifications create more than a minor negative impact. We maintain a rigorous product research program, so before we change or stop offering a service, we carefully consider your interests as a user, your reasonable expectations, and the potential impact on you and others. We only change or stop offering services for valid reasons. We'll also give you an opportunity to export your content from your Account at aqora Support, except in urgent situations such as preventing abuse or harm, responding to legal requirements, or addressing security and operability issues.

12. Does aqora cost anything?

The aqora Services may be available at no cost or we may charge a monetary fee for using the Services. If you are using a no-cost version of the Services, we will notify you before any Services you are then using begin carrying a monetary fee, and if you wish to continue using such Services, you must pay all applicable monetary fees for such Services.

Certain of our Services may be subject to monetary payments now or in the future (the “Paid Services”). Please see our Paid Services page for a description of the current Paid Services. Please note that any payment terms presented to you in the process of using or signing up for a Paid Service are deemed part of these Terms.

Any no-cost trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial. You must stop using a Paid Service before the end of the trial period to avoid being charged for that Paid Service. If you cancel before the end of the trial period and are inadvertently charged for a Paid Service, please contact us through aqora Support.

13. What if I want to stop using aqora?

If you do not have any active Competitions that you are hosting, then you’re free to stop using the Service at any time; please refer to our Privacy Policy, as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services. If you are hosting active Competitions then you should complete the Competitions, in full, before you stop using the Services.

aqora is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. aqora has the sole right to decide whether you are in violation of any of the restrictions in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account.

Provisions that, by their nature, should survive termination of these Terms will survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

14. Withdrawal

Right of Withdrawal. If you’re an EEA-based consumer, then starting on January 20, 2024, you have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Aqora Quantum, [58, rue d'Hauteville – 75010 PARIS], withdraw@aqora.com) of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory. You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal. If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

Model withdrawal form. (complete and return this form only if you wish to withdraw from the contract)

— To Aqora Quantum S.A.S., aqora, 158, rue d'Hauteville – 75010 PARIS France,
withdraw@aqora.com:

— I hereby give notice that I withdraw from my contract of sale for the provision of the following service, _____

— Ordered on, _____

— Name of consumer, _____

— Address of consumer, _____

— Signature of consumer (only if this form is notified on paper), _____

— Date _____

15. What else do I need to know?

Warranty Disclaimer. Neither aqora nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services (including Competitions), and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided “AS IS” and without any warranty of any kind from aqora or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED BY aqora (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) WILL aqora (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO aqora IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. To the fullest extent allowed by applicable law, you will defend, indemnify and hold aqora, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims (including from other users) relating to (a) your submissions to the Services including any Content, User Submissions or Competitions, (b) your use of the Services (including any actions taken by a third party using your account), and (c) your violation of these Terms.

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without aqora's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

16. About These Terms

These Terms control the relationship between aqora and you. They do not create any third party beneficiary rights.

If you do not comply with these Terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other part of the Terms.

The laws of France, excluding France's conflict of laws rules, will apply to any disputes arising out of or relating to these Terms or the Services. All claims arising out of or relating to these

Terms or the Services will be litigated exclusively in the competent courts of Paris, France, and you and Aqora Quantum consent to personal jurisdiction in those courts.